

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and National Medical Services, Inc. dba NMS Labs, a Pennsylvania corporation, whose principal place of business is located at 200 Welsh Road, Horsham PA 19044 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on June 1, 2022, and shall be effective through September 30, 2025 (the "Initial Term").

1.2 Extension Terms

Upon mutual agreement of both parties, the Agreement with updated pricing terms can be renewed for two additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$190,000.00 annually. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator.

The contract administrator for this Contract is Kieth Rumbold (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3-Exhibit B — The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

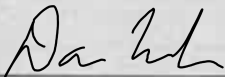
16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

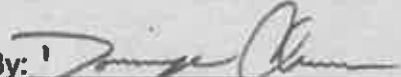
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

NATIONAL MEDICAL SERVICES

COUNTY OF GENESEE

By: 
Dan Monahan
President and CEO

Date: September 22, 2022

By: 
Demonique Clemons, Chairperson
Board of County Commissioners

Date: 9/15/2022

EXHIBIT A Description of the Services

The Vendor shall provide forensic postmortem toxicology testing of fluids, blood, vitreous, tissue, and urine samples for the Medical Examiner Office on an as needed basis.

1. Vendor shall perform or contract with another agency to perform the following types of tests on blood, vitreous, tissue and or urine, and requested:

a) Postmortem toxicology testing using basic, expanded, and expert Panels to include the testing technology listed below as needed

b) Gas and liquid Chromatography with multiple detectors (GC/NPD, GC/FID, GC/MS, HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/DAD)

c) ICP/MS - one shot broad screening for metals and metalloids (approximately 72 elements)

d) GC/MS

e) LC/MS

f) LC/MS/MS

g) Ion Chromatography - required in forensic cases for cations and Anions

2. Vendor must provide accurate listing of specific compounds and reporting limits for all testing performed.

3. Vendor must use two independent testing technologies (tests twice) for analyte identification and quantitation, which supports SOFT (Society of Forensic Toxicology) guidelines for testing.

4. Vendor must provide summary analyses on testing results which includes information that assists in interpretation of results.

5. Providers must be accredited by the following organizations: • American Board of Toxicology • ANSI-ASQ • American Society of Crime Laboratory Directors

6. Providers must provide embedded literature-based reference data into individual laboratory reports including a description of normal and abnormal findings in the samples along with etiology, acceptable level ranges and cause and effect of abnormal values and clinical case discussions.

Fee Schedule:

Description	Projected Quantity	Unit Price
Carbon Monoxide Exposure Blouptake Screen, Blood	20	\$55
Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	60	\$62
Postmortem, Expanded, Blood (Forensic)	675	\$233
Postmortem, Expanded, Tissue (Forensic)	45	\$356
Postmortem, Urine Screen Add-on (6-MAM Quantification only)	675	\$0

Fee Schedule (cont.)

Acodes	Description	Client Price
0170FL	Alcohol Panel, Fluid	\$0
0170U	Alcohol Panel, Urine	\$62
56548	Carbon Monoxide Exposure Blouptake Confirmation, Blood	\$55
10028	Carbon Monoxide Exposure Blouptake Screen, Blood	\$55
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$62
87568	Novel Psychoactive Substances (NPS) Screen 1, Blood	\$275
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	\$275
80518	Postmortem, Basic, Blood (Forensic)	\$152
8051FL	Postmortem, Basic, Fluid (Forensic)	\$215
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$152
8051TI	Postmortem, Basic, Tissue (Forensic)	\$275
8051U	Postmortem, Basic, Urine (Forensic)	\$152
80528	Postmortem, Expanded, Blood (Forensic)	\$233
8052FL	Postmortem, Expanded, Fluid (Forensic)	\$294
8052SP	Postmortem, Expanded Serum/Plasma (Forensic)	\$233
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$356
8052U	Postmortem, Expanded, Urine (Forensic)	\$233
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only)	\$0
RETURN	Specimen Return/Handling	\$0
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	\$197
9582U	Synthetic Cannabinoid Metabolites Screen - Expanded (2019 Scope), Urine (Forensic)	\$105
87568	Novel Psychoactive Substances (NPS) Screen 1, Blood	\$275
8756U	Novel Psychoactive Substances (NPS) Screen 1, Urine	\$275
95608	Synthetic Cannabinoids Screen (2019 Scope), Blood	\$221

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Labs 2022 Fee Schedule. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing via Standard Overnight delivery service. All samples will be retained for a period of twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens.

EXHIBIT B

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

ITS #22-278 -Postmortem Toxicology Testing Services

Coverage Required Limits (Figures denote minimums)

☒ 1. Workers' Compensation	Statutory limits of Michigan
☒ 2. Employers' Liability	\$100,000 accident/disease
☒ 3. General Liability	\$800,000 policy limit, disease Including Premises/operations
☒ 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
☐ 5. Medical Malpractice	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
☒ 6. Automobile liability	\$200,000 per occurrence \$800,000 in aggregate
☒ 7. Umbrella liability/Excess Coverage	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned \$1,000,000 BI & PD and PI

☒ 8. Genesee County, named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional insured language in the policy must be attached with the certificate.

☐ 9. Other insurance required

☒ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

☒ 11. The certificate must state bid number and title 22-278 -Postmortem Toxicology Testing Services

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles

N/A

Liability policies are:

Aya Ajaj

Insurance Agent

occurrence ☒

claims made ☒

GL is occurrence

Medical Malpractice & Prof Liab are claims made

Signature: *Aya Ajaj*

Responsible Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor Signature

Andrew C. Nolan 3/22/2022

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

ITS #22-278

13

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

[illegible]

COVER ART

CERTIFICATE NUMBER: W24193426

REVISIONS: 00100000

[illegible]

REGISTRATION OF OPERATOR / LICENSEE / VEHICLE (PRINT) (NAME, ADDRESS, PHONE NO., E-MAIL, SEX, DOB, STATE, CLASS, EXPIRATION DATE, LICENSE NO., VEHICLE NO., MAKE, MODEL, YEAR, COLOR, TYPE, MAKE, MODEL, YEAR, COLOR, TYPE)

CERTIFICATE HOLDER

CANCELLATION

Parole and Pardon Department
101 North Street, Room 241
Pitts., Ill. 61602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE FOLLOWING NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE FICOP PROVISIONS:

AUTHORIZED RE: _____

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